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*Attorneys for HASElect-Medical Receivables  
Litigation Finance Fund International SP*

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

INFINITY CAPITAL MANAGEMENT, INC.

Debtor.

Case No. 21-14486-abl

Chapter 7

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Plaintiff,

Adversary Case No. 21-01167-abl

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Defendant.

**STIPULATION REGARDING  
SERVICING AND COLLECTION  
OF ACCOUNTS RECEIVABLE**

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Counter-Claimant,

v.

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP

Counter-Defendants.

HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Counter-Claimant,

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Counter-Defendant.

**STIPULATION REGARDING SERVICING AND COLLECTION OF  
ACCOUNTS RECEIVABLE**

HASelect-Medical Receivables Litigation Finance Fund International SP (“HASelect”) and Tecumseh-Infinity Medical Receivable Fund, LP’s (“Tecumseh”), by and through their respective undersigned counsel, hereby stipulate and agree as follows:

A. Debtor Infinity Capital Management, Inc. (“Debtor” or “Infinity”) filed its voluntary chapter 7 petition in the United States Bankruptcy Court for the District of Nevada (the “Bankruptcy Court”) on September 14, 2021 (the “Petition Date”), commencing the above-referenced, chapter 7 bankruptcy case, (the “Bankruptcy Case”).

B. Shortly after the Petition Date, a dispute arose between HASelect and Tecumseh regarding their respective claims to certain accounts receivable that are identified in documents filed in the Bankruptcy Case at ECF Nos. 201-1 and 201-2 (the “Portfolio”).<sup>1</sup>

C. The above-referenced dispute resulted in the filing the instant Adversary Proceeding by HASelect on October 19, 2021. Tecumseh subsequently asserted counterclaims against both HASelect and Chapter 7 Trustee Robert Atkinson (the “Trustee”), who later asserted a counterclaim against Tecumseh.

D. On or about January 31, 2022, HASelect and Tecumseh (with the consent and approval of the Trustee) entered into a servicing agreement and escrow agreement with TPL

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<sup>1</sup> The Portfolio is made up of the accounts receivable described as the “Tecumseh Receivables” in the Sale Order (defined below) and in the Amended Declaration of Chad Meyer filed in the Bankruptcy Case at ECF No. 201 and, as such, includes all accounts receivable identified in “Exhibit A” [BK ECF No. 201-1] and, to the extent marked as assigned to Tecumseh, “Exhibit B” [BK ECF No. 201-2] to such declaration.

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Claims Management, LLC (“TPL”) under which they jointly engaged TPL to service and collect the Portfolio and to hold the proceeds of the Portfolio in escrow pending the final resolution of claims and counterclaims asserted in this Adversary Proceeding.

E. On February 11, 2022, the Bankruptcy Court entered an order in the Bankruptcy Case [BK ECF No. 184] (the “Sale Order”) approving the sale by the Trustee to HASElect of all rights, title, interests, and claims held by Infinity’s bankruptcy estate in the Portfolio, if any, free and clear of all liens, claims, and other encumbrances, excepting only HASElect and Tecumseh’s respective claims to the Portfolio.

F. On May 23, 2022, the Bankruptcy Court entered an order in this Adversary Proceeding [ECF No. 81] granting a motion brought by the Trustee pursuant to the Sale Order seeking to substitute HASElect to the Trustee’s position in this Adversary Proceeding thereby removing the Trustee from this Adversary Proceeding.

G. HASElect and Tecumseh enter into this Stipulation to facilitate the servicing and collection of the Portfolio by TPL and to preserve the value of the Portfolio during the adjudication of this Adversary Proceeding.

**NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED THAT:**

1. The above recitals to this Stipulation are incorporated herein as part of this Stipulation.

2. TPL shall be authorized and empowered to take commercially reasonable actions, subject to and as allowed under its agreements with HASElect and Tecumseh, to effectuate the servicing and collection of the Portfolio and to hold the proceeds of the Portfolio in escrow pending the final resolution of all claims and counterclaims asserted in this Adversary Proceeding as contemplated under such agreements.

3. Any person obligated as to payment of any account receivable included in the Portfolio shall be authorized and directed to remit payment when due directly to TPL at such location as TPL may instruct.

4. TPL shall be authorized to endorse and negotiate any check remitted in payment of

any of the account receivable included in the Portfolio, including any check made payable to Infinity, Infinity Health Connection, Infinity Health Solutions, LLC, or Buena Vista Rx.

5. HASElect and Tecumseh consent to the entry of an order approving this Stipulation in substantially the same form as Exhibit 1 attached hereto.

6. The Bankruptcy Court shall retain jurisdiction to interpret and enforce the provisions of this Stipulation.

Dated: June 17, 2022

**SHEA LARSEN**

/s/ Bart K. Larsen, Esq.

BART K. LARSEN, ESQ.

Nevada Bar No. 8538

*Attorney for HASElect-Medical Receivables  
Litigation Finance Fund International SP*

Dated: June 17, 2022

**AKERMAN LLP**

/s/ Michael D. Napoli, Esq.

MICHAEL D. NAPOLI, ESQ.

*(admitted pro hac vice)*

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

*Attorneys for Tecumseh-Infinity Medical  
Receivable Fund, LP*

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**CERTIFICATE OF SERVICE**

1. On June 17, 2022, I served the following document(s): **STIPULATION REGARDING SERVICING AND COLLECTION OF ACCOUNTS RECEIVABLE**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System:

CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON  
[clarisse@nv-lawfirm.com](mailto:clarisse@nv-lawfirm.com), [bknotices@nv-lawfirm.com](mailto:bknotices@nv-lawfirm.com)

GERALD M GORDON on behalf of TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP  
[ggordon@gtg.legal](mailto:ggordon@gtg.legal), [bknotices@gtg.legal](mailto:bknotices@gtg.legal)

GABRIELLE A. HAMM on behalf of TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP  
[gamm@Gtg.legal](mailto:gamm@Gtg.legal), [bknotices@gtg.legal](mailto:bknotices@gtg.legal)

MICHAEL D. NAPOLI on behalf of TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP  
[michael.napoli@akerman.com](mailto:michael.napoli@akerman.com),  
[cindy.ferguson@akerman.com](mailto:cindy.ferguson@akerman.com); [catherine.kretzschmar@akerman.com](mailto:catherine.kretzschmar@akerman.com); [laura.taveras@akerman.com](mailto:laura.taveras@akerman.com);  
[masterdocketlit@akerman.com](mailto:masterdocketlit@akerman.com); [teresa.barrera@akerman.com](mailto:teresa.barrera@akerman.com)

ARIEL E. STERN on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES  
FUND, LP  
[ariel.stern@akerman.com](mailto:ariel.stern@akerman.com), [akermanlas@akerman.com](mailto:akermanlas@akerman.com)

☐ b. United States mail, postage fully prepaid:

☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):  
Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax

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transmission is attached.

☐ f. By messenger:

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 17, 2022.

By: /s/ Bart K. Larsen, Esq.

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# **EXHIBIT 1**

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LITIGATION FINANCE FUND  
INTERNATIONAL SP,

Plaintiff,

v.

TECUMSEH-INFINITY MEDICAL  
RECEIVABLES FUND, LP,

Defendant.

Adversary Case No. 21-01167-abl

**ORDER APPROVING  
STIPULATION REGARDING  
SERVICING AND COLLECTION  
OF ACCOUNTS RECEIVABLE**



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TECUMSEH-INFINITY MEDICAL  
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Counter-Claimant

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HASELECT-MEDICAL RECEIVABLES  
LITIGATION FINANCE FUND  
INTERNATIONAL SP

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RECEIVABLES FUND, LP,

Counter-Defendant.

**ORDER APPROVING STIPULATION REGARDING SERVICING AND COLLECTION  
OF ACCOUNTS RECEIVABLE**

The Court, having considered the *Stipulation Regarding Servicing and Collection of Accounts Receivable* entered into by and between HASElect-Medical Receivables Litigation Finance Fund International SP (“HASElect”) and Tecumseh-Infinity Medical Receivable Fund, LP’s (“Tecumseh”) and filed in this Adversary Proceeding at ECF No. \_\_\_\_ (the “Stipulation”), and good cause appearing, IT IS HEREBY ORDERED:

1. The Stipulation is APPROVED;

2. TPL Claims Management, LLC (“TPL”) is hereby authorized and empowered to take commercially reasonable actions, subject to and as allowed under its agreements with HASElect and Tecumseh, to effectuate the servicing and collection of the Portfolio<sup>1</sup> and to hold

<sup>1</sup> The Portfolio is made up of the accounts receivable described as the “Tecumseh Receivables” in the Sale Order [BK ECF No. 184] and in the Amended Declaration of Chad Meyer filed in the Bankruptcy Case at ECF No. 201 and, as such, includes all accounts receivable identified in “Exhibit A” [BK ECF No. 201-1] and, to the extent marked as assigned to Tecumseh, “Exhibit B” [BK ECF No. 201-2] to such declaration.

1 the proceeds of the Portfolio in escrow pending the final resolution of all claims and counterclaims  
2 asserted in this Adversary Proceeding as contemplated under such agreements;

3 3. Any person obligated as to payment of any account receivable included in the  
4 Portfolio is hereby authorized and directed to remit payment when due directly to TPL at such  
5 location as TPL may instruct;

6 4. TPL is hereby authorized to endorse and negotiate any check remitted in payment  
7 of any account receivable included in the Portfolio, including any check made payable to Infinity,  
8 Infinity Health Connection, Infinity Health Solutions, LLC, or Buena Vista Rx; and

9 5. This Court shall retain jurisdiction to interpret and enforce the provisions of this  
10 Order and the Stipulation.

11  
12 **IT IS SO ORDERED.**

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14 # # #  
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18 Respectfully submitted:

19 **SHEA LARSEN**

20 /s/  
BART K. LARSEN, ESQ.  
21 Nevada Bar No. 8538

22 *Attorney for HSelect-Medical Receivables*  
*Litigation Finance Fund International SP*  
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